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CENIFAX MANAGEMENT
SERVICES, INC.

CENIFAX

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Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

219.755.3635
Fax: 219.755.3258

TO: Lake County Commissioners

FROM: Mark Pearman, Cenifax Executive Director
Lake County Data Processing

DATE: March 28, 2007

REGARDING: Purchase of Hardware and Software

Please find attached the agreement between Manatron, Inc. and Lake County Commissioners for the purchase and support of hardware and software for the scanning of personnel property and sales disclosure forms by the County and Local Assessors.

This purchase will assist Lake County in meeting the compliance standards put into place by the Indiana Department of Local Government Finance.

If you have any questions or concerns, please feel free to contact me, at 755-3649.

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2003.031.12 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	LAKE COUNTY, INDIANA 2293 North Main Street Crown Point, Indiana 46307 ("Customer")
Attention: <u>Matthew Henry, Contract Administrator</u>	Attention: <u>Mark Pearman</u>
Telephone No.: <u>(866) 471-2900 ext. 130</u>	Telephone No.: _____
Fax No.: <u>(269) 567-2930</u>	Fax No.: _____
E-mail Address: <u>matt.henry@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Randall Peet
(Signature)

Its: C.D.B.
(Title)

Date: 3-22-2007

Witnessed: _____
(Signature)

Date: _____

LAKE COUNTY, INDIANA

By: Frances Burkey
(Signature)

Its: _____
(Title)

Date: 04/18/07

By: Bonnie Alley
(Signature)

Its: _____
(Title)

Date: 04/18/07

By: Larry Schuch
(Signature)

Its: County Commissioner
(Title)

Date: 4-18-07

Witnessed: _____

Date: _____

SIGNATURE PAGE

**NOTE: THE QUESTIONNAIRE IN ATTACHMENT "A" MUST BE FILLED OUT AND RETURNED TO MANATRON BEFORE
HARDWARE CAN BE ORDERED.**

Date: March 21, 2007 T.L.

MANATRON CONFIDENTIAL INFORMATION

MANATRON
ESTABLISHED 1982

HARDWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.12 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE			
Equipment Description	Model Number	QTY	Office
Canon DR5010C Scanner & Cable	DR-5000	1	
Canon DR7580C Scanner & Cable	DR-7000	1	
Canon DR5010C Scanner Maintenance	DRMT-5000	1	
Canon DR7580C Scanner Maintenance	DRMT-7000	1	
Symbol Bar Code Scanner	LS2208	15	

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (i) receipt and payment of the Hardware as specified above or (ii) expiration of the Hardware warranty (if applicable).

Date: March 21, 2007 T.L.

THIRD-PARTY SOFTWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.12 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE			
Software Description	Model Number	QTY	Office
Kofax Volume Upgrade from 5K to 25K St. John Twp, Hobart Twp, County Assessor	SU-2500	3	
Kofax 25K Volume License PLUS Full Workstation License - North Twp, Ross Twp, Calumet Twp, County Assessor, and two (2) extras to deploy as needed	KW-3300	6	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: March 21, 2007 T.L.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.12 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE MAINTENANCE SERVICES		
Hardware Product	Model Number	Comments
Canon DR5010C Scanner & Cable	DRMT-5000	1-Year DoxTek Scanner Maintenance
Canon DR7580C Scanner & Cable	DRMT-7000	1-Year DoxTek Scanner Maintenance
Symbol Bar Code Scanner	N/A	Manufacturer Warranty Only

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

SOFTWARE SUPPORT SERVICES		
Software Product	Model Number	Office
Upgrade 5K to 25K Scanning Software Maintenance (difference in support from 5K to 25K)	3	
25K Scanning Software Maintenance	6	

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: March 21, 2007 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

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PROFESSIONAL SERVICES				
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Office	Estimated Completion Date
Set up for each site is estimated to take approximately 1-2 hours of labor plus expenses.				

CONSULTATION/TRAINING SERVICES		
DESCRIPTION	DAYS	Office
Training days requested would be billed as used at the then current rate plus travel, meals, and expenses.		

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: March 21, 2007 T.L.

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.12 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 12,448.00
THIRD-PARTY SOFTWARE	\$ 39,439.00
PROFESSIONAL SERVICES (Billed as Used)	
Total One Time Fees - Plus Freight:	\$ 51,887.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon shipment. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that will be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of tax exemption, Customer shall pay applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	\$ 2,361.00
SOFTWARE SUPPORT SERVICES	\$ 6,008.00
Total Ongoing Fees:	\$ 8,369.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

All pricing included in this agreement is valid for 30-Days from the date listed below.

Attachment A

iDOX Database setup questionnaire

What is the county name and number?

What is the county assessor's name and phone number?

Do you use more than one parcel number format?

What parcel number format(s) do you use? (e.g. NNN-NNNNN-NN)

Which characters identify the tax district ID for in the parcel number? (e.g. The first 2 characters are the tax district ID, XXN-NNNNN-NN)

What version of ProVal do you use?

Please provide a list of all of the tax districts in your county. Include the state tax district number and the local tax district number if any.

Please provide a list of the townships and which tax districts fall within those townships.

APPENDIX A

Schedule No. IN2003.031.12 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

INTEGRATED SOFTWARE LICENSE

Grant. Manatron grants to Customer a perpetual, nontransferable, nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

Scope of Rights Customer may:

- Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.
- Use and execute the Software only on the licensed number of Seats designated. Customer must purchase a license for each Seat that has access to the Software.
- Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) any copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.
- Make copies of the Documentation for Customer's internal use only, provided that any copyright and other proprietary legends are reproduced on each copy.

Restrictions In addition to other restrictions set forth in this Agreement, Customer may not:

- Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under the existing license Agreement;
- Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau or similar enterprise;
- Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or
- Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.
- Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or
- Remove the labels or any proprietary legends from the Software or its Documentation.
- Use of the Integrated Software is only intended to be used in conjunction with Manatron Application Software.

INTELLECTUAL PROPERTY INDEMNIFICATION

Scope Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

Notice Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

Alternatives Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation using a five-year, straight-line method of calculation.

Exclusions Manatron shall have no obligation with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, unless identified as Integrated software by Manatron, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

Title Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.